



# भारत का राजपत्र

## The Gazette of India

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No. 52] NEW DELHI, SATURDAY, DECEMBER 26, 1987 (PAUSA 5, 1909)

इस भाग में भिन्न पुष्ट संख्या की जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

(Separate paging is given to this Part in order that it may be filed as a separate compilation)

### भाग IV

#### [PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएँ

[Advertisement and Notices issued by Private Individuals and Private Bodies]

#### उपनाम परिवर्तन

मैं अब तक बलदेव सिंह गोड़ के नाम से जात, सुपुत्र श्री रामनाथ सिंह कार्यालय भारतीय साय निगम, महासभन्द, जिला रायपुर (म.प्र.) में सहायक श्रेणी तृतीय (गोदाम) के पद पर कार्यरत, निवारी ग्राम-बोलसरा, पो.आ. रहठा, तहसील उमरिया, जिला शहडोल (म.प्र.) ने अपना उपनाम बदल लिया है और इसके पश्चात् मेरा नाम बलदेवसिंह मरावी होगा।

प्रमाणित किया जाता है कि मैंने इस बारे में अन्य कानूनी शर्तों को पूरा कर लिया है।

बलदेव सिंह गोड़  
(वर्तमान पुराने नाम के अनुसार)

मैं अब तक राम लाल के नाम से जात सुपुत्र श्री भगवानदीन स्कूल जूनियर बोर्सिक विद्यालय गलगली प्रतापगढ़ में सहायक अध्यापक के पद पर कार्यरत, नियासी (वर्तमान पता) ग्राम भाव पूरे जानकी, पो. धारो दिक्कास क्षेत्र बिहार, तहसील कुण्डा, जिला प्रतापगढ़ ने अपना नाम बदल लिया है और इसके पश्चात् मेरा नाम धारे लाल होगा।

प्रमाणित किया जाता है कि मैंने इस बारे में अन्य कानूनी शर्तों को पूरा कर लिया है।

राम लाल  
(वर्तमान पुराने नाम के अनुसार)

#### LOST

The Government promissory note No. HD 007405 of NDGB 1980 'A' series for 18 grammes originally standing in the name of the late Nagabhyrava Sri Rama Murty and lost. Legal heir Smt. Nagabhyrava Ranganayakamma the proprietress, by whom it was never endorsed to any other person having been lost, notice is hereby given—that the payment of the above note and the Interest thereupon has been stopped at the public debt office, Reserve Bank of India, Hyderabad and that application is about to be made for the issue of Duplicate in favour of the proprietress. The Public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

#### Name of the person Notifying :

Nagabhyrava Ranganayakamma,

Resident :—Nagabhyrava Ranganayakamma,

wife of N. Sree Rama Murty,

BOMMINAMPADU P.O.

Kaikalur Mandal

Resident :

Krishna Dist.

#### LOST

The Government Promissory Note No. MS-028227 of the National Defence Gold Bonds, 1980 'B' Series for 8 Grammes originally standing in the name of D. DHANDAPANI, the proprietor, by whom it was never endorsed to any other person, having been lost notice is hereby given that the payment of the above Note and the interest thereupon has

been stopped at the Public Debt Office, Reserve Bank of India, Madras, and that the application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the abovementioned security.

Name of Advertiser : D. DHANDAPANI

Residence : Arumalai, V. Puthur (Post),  
(Via) Arakandonallore-605 752  
Tamil Nadu.

#### LOST

The Government Promissory Notes Nos. BY 052286-99 (50 Gms. each) and BY 052300 (3 Gms) of National Defence Gold Bonds 1980 'A' Series (for 703 Grammes (aggregate) originally standing in the name of Hemant Kumar the proprietor, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicates in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned securities.

Signature

Name of the advertiser :

Hemant Kumar Garg.

Address :

11A, Embassy Apartments,  
46, Nepansea Road,  
Bombay-400 006.

#### NOTICE

**NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCE AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.**

BY ORDER  
*Controller of Publications*

#### CHANGE OF NAMES

I, hitherto known as JOGINDER SINGH son of Sh. BHIKHAM SINGH, employed as Scientist S-I in the Indian Council of Agricultural Research, residing at Himland Hotel Annex Shimla 171001, have changed my name and shall hereafter be known as JOGINDER SINGH MINHAS.

It is certified that I have complied with other legal requirements in this connection.

JOGINDER SINGH  
Signature (in existing old name)

I, hitherto known as RAJMOHAN RAMAMOORTHY son of Mr. N. RAMAMOORTHY employed as Engineer 'C' in the Nuclear Power Board, Department of Atomic Energy, Bombay-5, residing at Flat 1/B, D.A.E. Apartments, Little Gibbs Road, Bombay-400 006, have changed my name and shall hereafter be known as RAVI SHANKAR.

It is certified that I have complied with other legal requirements in this connection.

RAJMOHAN RAMAMOORTHY  
Signature (in existing old name)

I, hitherto known as LALIT KUMAR DOWRAY son of Late SURYA KUMAR DOWARY, employed as Waterman in the Office of General Manager, Calcutta Telephones (Dept. of Telecom.), residing at 5, Baishnabghata Lane, Calcutta-700 047, have changed my name and shall hereafter be known as LALIT KUMAR DOWRAY.

It is certified that I have complied with other legal requirements in this connection.

LALIT KUMAR DOWRAY  
Signature (in existing old name)

I, hitherto known as MOHAN LAL PANDIT son of Shri CHANA PANDIT, employed as Junior Accounts Officer in the General Manager Telecommunication J&K Circle Srinagar-190001, residing at Village Mujimargh, Tehsil Shopian, Kashmir, have changed my name and shall hereafter be known as MOHAN LAL RAINA.

It is certified that I have complied with other legal requirements in this connection.

MOHAN LAL PANDIT  
Signature (in existing old name)

I, hitherto known as GULAB HARCHAND PATIL son of HARCHAND KASHIRAM PATIL, employed as Electrician in the Ordnance Factory, Ambarnath, Dist. Thane (M.S.), residing at Ambarnath Taluka, Ulhasnagar, Dist. Thane, have changed my name and shall hereafter be known as NARAYAN BABULAL PATIL.

It is certified that I have complied with other legal requirements in this connection.

GULAB HARCHAND PATIL  
Signature (in existing old name)

I, hitherto known as ASHOK KUMAR son of Shri SHYAM SUNDER, employed as Chartered Accountant in M/s. B. R. Maheshwari & Co., M-118, Connaught Circus, New Delhi-110001, residing at 418, Katra Maidgram, Khari Baoli, Delhi-6, have changed my name and shall hereafter be known as ASHOK GADODIA.

It is certified that I have complied with other legal requirements in this connection.

ASHOK KUMAR  
Signature (in existing old name)

I, hitherto known as SRI LAKSHMAN KARMAKAR son of Late ABHIMANYA KARMAKAR (ORANG), employed as Labour in Stock Section, RFI, residing at Village Kowgachi, P.O. Shyamnagar, P.S. Jagatdal, Dist. 24 Parganas, West Bengal, have changed my name and shall hereafter be known as SRI LAKSHMAN ORANG.

It is certified that I have complied with other legal requirements in this connection.

SRI LAKSHMAN KARMAKAR  
Signature (in existing old name)

I, hitherto known as KARUNA MOY DEY son of Sri. K. C. DEB, employed as Fieldman in the Botanical Survey of India, Eastern Circle, Shillong, residing at Forest Colony, Shillong, have changed my name and shall hereafter be known as KARUNA MOY DEB.

It is certified that I have complied with other legal requirements in this connection.

KARUNA MOY DEY  
Signature (in existing old name)

I, hitherto known as JHABAR SINGH son of MANGU SINGH, employed as L.D.C. in Indian Bureau of Mines, residing at 169 Mali Colony, Near Takery, Udaipur (Rajasthan), have changed my name and shall hereafter be known as JHABAR SINGH SHEKHAWAT.

It is certified that I have complied with other legal requirements in this connection.

JHABAR SINGH  
Signature (in existing old name)

I, hitherto known as SADHU RAM son of Sh. JAISHI RAM, employed as Upper Division Clerk in the DSC Dett., 12 Wing Air Force Station, Chandigarh, residing at Vill. Dughi, P.O. Chalwara, Teh. Nurpur, Distt. Kangra (HP), have changed my name and shall hereafter be known as SURENDER SINGH BAGGA.

It is certified that I have complied with other legal requirements in this connection.

SADHU RAM  
Signature (in existing old name)

I, hitherto known as JAI PRASAD son of Shri RAMANAND DUBEY, employed as Deputy Director, Dte. Gen. Medical Services-4 in the Adjutant General's Branch, Med. Dte., Army HQ, New Delhi, resident of 347 KG-II Vikaspuri, New Delhi, have changed my name and shall hereafter be known as JAI PRAKASH DWIVEDI.

It is certified that I have complied with other legal requirements in this connection.

JAI PRASAD  
Signature (in existing old name)

I, hitherto known as GOSAI GANPATI JEURKAR son of Shri GANPATI, employed as DBW 'B' Grade in the Ordnance Factory Chanda (M.S.), residing at Lonara Bhadrawati (Tab.), have changed my name and shall hereafter be known as GOSAI GANPATI,DEURKAR.

It is certified that I have complied with other legal requirements in this connection.

GOSAI GANPATI JEURKAR  
Signature (in existing old name)

I, hitherto known as RAMESH BHATIA son of late Shri WASDEV BHATIA, employed as Commercial Engineer in the B.H.E.L. SAS, Room No. 807, Ashoka Estate, Barakhamba Road, New Delhi, residing at 25G, Type 'C', Sector 17, NOIDA, have changed my name and shall hereafter be known as RAMESH PARWANI.

It is certified that I have complied with other legal requirements in this connection.

RAMESH BHATIA  
Signature (in existing old name)

I, hitherto known as JAI RAM son of Shri JAGAT RAM LAMBA, employed as Inspector, Income Tax in the Office of Income Tax Department, New Delhi, residing at L-2/130-A, D.D.A. Flats Kalkaji, New Delhi, have changed my name and shall hereafter be known as JAI RAM LAMBA.

It is certified that I have complied with other legal requirements in this connection.

JAI RAM  
Signature (in existing old name)

I, hitherto known as SHANKAR GEENA CHOUGALE, Occ : Agriculturist, son of Shri GEENA MALHARI CHOUGALE, residing at Mangasuli Village in Athani Taluka, Belgaum District (Karnataka State), have changed my name and shall hereafter be known as SHANKAR GEENA INAMDAR PATIL.

It is certified that I have complied with other legal requirements in this connection.

SHANKAR GEENA CHOUGALE  
Signature (in existing old name)

I, hitherto known as APPASAHEB KRISHNA CHOUGALE son of Shri KRISHNA JOJI CHOUGALE, residing at Mangasuli Village in Athani Taluka, Belgaum District (Karnataka State), have changed my name and shall hereafter be known as APPASAHEB KRISHNA INAMDAR PATIL.

It is certified that I have complied with other legal requirements in this connection.

APPASAHEB KRISHNA CHOUGALE  
Signature (in existing old name)

I, hitherto known as DADASAHEB LAXMAN CHOUGALE, Occ : Agriculturist, son of Shri Laxman, Dada Chougale, residing at Mangasuli Village in Athani Taluka, Belgaum District (Karnataka State), have changed my name and shall hereafter be known as DADASAHEB LAXMAN INAMDAR PATIL.

It is certified that I have complied with other legal requirements in this connection.

DADASAHEB LAXMAN CHOUGALE  
LHT of D. L. CHOUGALE  
Signature (in existing old name)

I, hitherto known as SHIVAJI KRISHNA CHOUGALE Occ : Agriculturist son of Shri KRISHNA RAMA CHOUGALE, residing at Mangasuli Village in Athani Taluka, Belgaum, District (Karnataka State), have changed my name and shall hereafter be known as SHIVAJI KRISHNA INAMDAR PATIL.

It is certified that I have complied with other legal requirements in this connection.

SHIVAJI KRISHNA CHOUGALE  
L.H.T. of S. K. CHOUGALE  
Signature (in existing old name)

I, hitherto known to PRALHAD RAJARAM MAHAR s/o Shri RAJARAM BUDHA MAHAR, employed as Store Keeper in Bullet Section of Ordnance Factory, Varangaon (MS), residing at Qr. No. 81/D, Type II, Ordnance Factory Estate Varangaon, District Jalgaon (MS), have changed my name and shall hereafter be known as PRALHAD RAJARAM BAGUL.

It is certified that I have complied with other legal requirements in this connection.

PRALHAD RAJARAM MAHAR  
Signature (in existing old name)

I, hitherto known as SUNITA KEWALRAM PAHUJA wife of Shri SURESH BHAGWANDAS LUTHRA, employed as Accountant in the A.G. Office, residing at C-77/290, Near Ramnagar Colony, Ulhasnagar-421 003, have changed my name and shall hereafter be known as AARTI SURESH LUTHRA.

It is certified that I have complied with other legal requirements in this connection.

SUNITA KEWALRAM PAHUJA  
Signature (in existing old name)

I, hitherto known as Md. IBRAHIM ALI son of FAIAZ ALI, employed as Line Inspector in the Post & Telecom Department, residing at Central Telecom Office Compound QT-No. Type 1/31, Guwahati-781 001, have changed my name and shall hereafter be known as MD. IBRAHIM ALI TALUKDER.

It is certified that I have complied with other legal requirements in this connection.

MD. IBRAHIM ALI  
Signature (in existing old name)

I, hitherto known as KANhaiya PARSHOTTAM RAM son of Shri PARSHOTTAM RAM, employed as Sub Post Master in the Balkum post office (Thana), residing at Vasant Mhatre house Kumbhar Khan Pada Subhash Road, Dombivli (West), have changed my name and shall hereafter be known as KANhaiya PARSHOTTAM KANOJIYA.

It is certified that I have complied with other legal requirements in this connection.

KANhaiya PARSHOTTAM RAM  
Signature (in existing old name)

I, hitherto known as BALI BAHDUR son of Late DIL BAHDUR, employed as Motor Driver in the Under Dy. C.E., Tunnel, Metro Railway, Calcutta-71, residing at 106/27 Bijli Quarter P.O. Liluah, P.S. Bali, Dist. : Howrah, have changed my name and shall hereafter be known as BALI BAHDUR CHETRY.

It is certified that I have complied with other legal requirements in this connection.

BALI BAHDUR  
Signature (in existing old name)

I hitherto known as V. R. SHANCHA KUMARI, daughter of Shri P. V. RAMAKRISHNA, employed as Stenographer-Grade III in the Inspectorate of Warship Equipment, Ministry of Defence (DGQA), Bangalore-560 075, residing at No. 1652, 10th Main, HAL III Stage, Jeevanbimanagar, Bangalore-560 075, have changed my name and shall hereafter be known as SYEDA MUSSARATH HUSSAIN.

It is certified that I have complied with other legal requirements in this connection.

V. R. SHANCHA KUMARI  
Signature (in existing old name)

I, hitherto known as KALU GULAJI PATOLE son of GULAJI MAHADU PATOLE employed as Deputy Director (Storage & Research) of Dept. of Food (Save Grain Campaign) of the Ministry of Food & Civil Supplies, Govt. of India (Retired on 30-6-1986) residing at Manish Nagar, 25 26, Flat 105, Andheri (West), Bombay-400 058, have changed my name and shall hereafter be known as KESHAV GULAJI PATOLE.

It is certified that I have complied with other legal requirements in this connection.

KALU GULAJI PATOLE  
Signature (in existing old name)

I, hitherto known as GAJANANA NADAKUNI Son of NARAYANA BHAT, Employed as Income-tax Inspector, in Income-tax Department, Ministry of Finance, Government of India, Margao, Goa State, PIN : 403 601, residing at L-27, Housing Board Colony, Gogol, Margao, Goa State, PIN : 403 601, have changed my name and shall hereafter be known as GAJANANA NARAYANA BHAT.

It is certified that I have complied with other legal requirements in this connection.

GAJANANA NADAKUNI  
Signature (in existing old name)

I, hitherto known as VIRENDRA SINGH Son of Shri BANKEY LAL PIPPAL employed as Asst. Foreman in the Office, of Controllerate of Inspection Engineering Equipment, Aundh Camp, Pune-27, residing at (Present address) P-25/C-20, CIE Complex Aundh Camp, Pune-411 027, have changed my name and shall hereafter be known as VIRENDRA SINGH PIPPAL.

It is certified that I have complied with other legal requirements in this connection.

VIRENDRA SINGH  
Signature (in existing old name)

I, hitherto known as LABHA RAM Son of Shri BEHARI LAL employed as Typist in the National Bank for Agriculture and Rural Development (NABARD), residing at 37-C/C, Gandhi Nagar, Jammu, have changed my name and shall hereafter be known as LABHA RAM DOGRA.

It is certified that I have complied with other legal requirements in this connection.

LABHA RAM  
Signature (in existing old name)

I, hitherto known as ASHOK BHARDWAJ son of Shri BRIJ BHUSHAN SHARMA, employed as Engineer in the Jindal Systems (P) Limited, residing at B-4, 150/3, Safdarjang Enclave, New Delhi-110 029, have changed my name and shall hereafter be known as ASHOK KUMAR SHARMA.

It is certified that I have complied with other legal requirements in this connection.

ASHOK BHARDWAJ  
Signature (in existing old name)

I, hitherto known as RENU BHARDWAJ wife of ASHOK KUMAR BHARDWAJ, employed as Programmer in the Joint Plant Committee, Houz Khas, residing at B-4, 150/3, Safdarjang Enclave, New Delhi-110-029 have changed my name and shall hereafter be known as RENU SHARMA.

It is certified that I have complied with other legal requirements in this connection.

RENU BHARDWAJ  
Signature (in existing old name)

PUBLIC NOTICE  
(CHANGE OF RELIGION)

I, hitherto known as V. R. SHANCHA KUMARI daughter of Shri P. V. RAMAKRISHNA employed as Stenographer Grade III in the Inspectorate of Warship Equipment, Bangalore-560075 residing at No. 398, 65th Cross, Vth Block, Rajajinagar, Bangalore-560010, do hereby solemnly affirm and declared that I have embraced ISLAM and renounced as CHRISTIAN with effect from 01 Dec 1987.

It is certified that I have complied with other legal requirements in this connection.

V. R. SHANCHA KUMARI  
Signature in the Existing name

FORM NO. 151

(See Rule 315)

Companies Act, 1956

Creditor's Voluntary Winding up

NOTICE OF APPOINTMENT OF LIQUIDATOR

PURSUANT TO SECTION 516

Name of Company : M/s. Delhi Universal Plastics Pvt. Ltd.

Nature of business : Manufacture of Plastic goods.

Address of Registered Office : Pearcey Lal Building, 40-42, Janpath, New Delhi-1.

Name and address of Liquidator : Sh. S. N. Sharma, WZ-238, Shiv Nagar, Jail Road, Delhi.

Date of appointment : 30-10-1987.

By whom appointed : Creditors.

S. N. SHARMA  
Liquidator

NOTICE IN PURSUANCE OF SECTION 485(1) OF THE COMPANIES ACT, 1956.

At a General Meeting of the Creditors of M/s. Delhi Universal Plastics Private Ltd. called in pursuance of section 500 of the Companies Act, 1956 duly convened and held at the Registered office "Pearcy Lal Building, 40-42, Janpath, New Delhi" on the 30th day of October, 1987 at 2 P.M. the below-noted special resolutions passed :—

- Resolved unanimously that the special resolutions as passed by the shareholders in their general meeting duly convened and held at the registered office on the 30th day of Oct., 1987 at 10 A.M. be and are hereby confirmed/approved.
- Resolved unanimously that the Company M/s. Delhi Universal Plastics Pvt. Ltd. registered under the Companies Act, 1956 in the Union Territory of Delhi be and is hereby wound up as Creditors' Voluntary Winding up in conformity with the provisions of the Companies Act, 1956.

3. Resolved unanimously that Shri S. N. Sharma S/o Late Sh. Peareylal Sharma and resident of WZ-238 Shiv Nagar, Delhi be and is hereby appointed liquidator to finalise the affairs of the company with all powers as per Section 512 of the Companies Act, 1956.
4. Resolved unanimously that an amount of Rs. 500/- only be and is hereby fixed as remuneration to Shri S. N. Sharma, liquidator, besides the actual liquidation expenses.

HARSHA KUMAR AGARWAL  
Director  
M/s. Delhi Universal Plastics (P) Ltd.

Dated : 2-11-1987

FORM NO : 151

(See Rule 315)

Companies Act, 1956

Creditors' Voluntary Winding up

**NOTICE OF APPOINTMENT OF LIQUIDATOR PURSUANT TO SECTION 516**

Name of Company : M/s. Linkers Finance And Chit Fund Private Limited.

Nature of business : Chit Fund.

Address of the Registered Office : C-34, Lawrence Road, Delhi-110 035.

Name and Address of the liquidator : Raj Kumar Jaisinghani, H-2/2, Model Town, Delhi-110 009.

Date of Appointment : 20th day of October, 1987.

By whom appointed : Creditors of the company.

RAJ KUMAR JAISINGHANI  
Liquidator

**NOTICE IN PURSUANCE OF SECTION 485(1) OF THE COMPANIES ACT, 1956**

At a General Meeting of the Creditors of M/s. Linkers Finance And Chit Fund Private Limited called in pursuance of Section 500 of the Companies Act, 1956 duly convened and held at the Registered Office "C-34, Lawrence Road, Delhi-35" on the 20th day of October, 1987 at 2 P.M., the following Special Resolutions passed :—

1. Resolved unanimously that the Special Resolutions as passed by the shareholders in their General Meeting duly convened and held at the registered office on 20th day of October, 1987 at 10 A.M. be and are hereby confirmed.
2. Resolved unanimously that the company M/s. Linkers Finance And Chit Fund Private Limited be and is hereby wound up as Creditors Voluntary Winding up pursuant to the provisions of the Companies Act, 1956.
3. Resolved unanimously that Shri Raj Kumar Jaisinghani, resident of H-2/2, Model Town, Delhi-9 be and is hereby appointed liquidator to finalise the affairs of the company with all powers as per Section 512 of the Companies Act, 1956.
4. Resolved unanimously that a sum of Rs. 2000/- (Rupees Two Thousand) only in lumpsum, besides the other liquidation expenses be and is hereby fixed as remuneration to Shri Raj Kumar Jaisinghani; Liquidator.

DARSHAN JAISINGHANI  
Director

Dated : 26-10-1987.

**PUBLIC NOTICE**

"The Certificate of Authority No. RD/2031 dated 14-2-84 issued in favour of Shri Anurag Aggarwal, 4384 Tulsi Dass Street, 4A Ansari Road, Darya Ganj, New Delhi has been lost by him. He has also lost Receipt Books issued by the Indraprastha, HPO. The use of this Authority letter and receipt books by any person will be illegal".

ANURAG AGGARWAL  
4384, Tulti Dass Street,  
4A, Ansari Road,  
Darya Ganj, NEW DELHI-2.

**PUBLIC NOTICE**

"The Certificate of Authority No. RD/2437 dated 7-1-85 issued in favour of Smt. Prem Lata, 4384 Tulsi Dass St., 4A, Ansari Road, Darya Ganj, New Delhi has been lost by her. The use of this Authority letter by any person will be illegal".

PREM LATA  
4384, Tulti Dass Street,  
4A, Ansari Road,  
Darya Ganj, NEW DELHI-2.

**NOTICE**

Notice is hereby given that a meeting of the creditors of Hari Chand Vinod Kumar Private Limited will be held on Thursday, the 28th January, 1988 at the registered office of the company at 16, Old Sewa Nagar, New Delhi-110 003 at 10 a.m. to consider and pass resolution/s for winding up of the company.

For HARI CHAND VINOD KUMAR PVT. LTD.  
SANJAY MEHRA  
Director

FORM NO : 151

(See Rule 315)

Companies Act, 1956

Member's (or Creditor's) voluntary winding-up

**NOTICE OF APPOINTMENT OF LIQUIDATOR PURSUANT TO SECTION 516**

Name of the Company : B. K. SINGHAL & CO. PVT. LTD.

Nature of Business : Mfg. of Polyyarn etc.

Address of the Registered Office : 46-D, Azad Nagar, Delhi-110 051.

Name(s) and address(es) of Liquidator(s) : Shri Brij Kumar Singhal, 46-D, Azad Nagar, Delhi-110 051.

Date of Appointment : 12-11-1987.

By whom appointed : By shareholders in General Meeting.

BRIJ KUMAR SINGHAL  
Liquidator

Place : DELHI.

Dated : 12-11-1987.

**NOTIFICATION BY THE EAST INDIA COTTON ASSOCIATION LTD., BOMBAY**

The approval of the Director, Forward Markets Commission, under sub-section(1) of Section 11 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952), read with the Government of India, Ministry of Industry and Civil Supplies, Department of Civil Supplies and Cooperation Notification No. S.O. 957 dt. the 20th March 1975 has been obtained on the 25th Sept 1987 to the following amendments made to the By-laws of the East India Cotton Association Ltd., Bombay, the same having been notified under Section 11 of the said Act and Rule 11 of the Forward Contract (Regulation) Rules, 1954.

**AMENDMENTS**

Amendments to the By-laws of the East India Cotton Association Ltd., Bombay.

In the Said By-laws,

1. In By-law 1 : The existing definitions of "A Full Pressed Bale" and "Standard Bale" shall be substituted by the following :—

"A Full Pressed Bale or a Standard Bale in the case of Indian cotton means standard metric bale weighing 170 kg. nett, fully covered with hessian, or any other material approved by the Board, on all six sides, bound with hoops of iron or other material and pressed to a density of not less than 13.50 kg. per cubic foot.

The Board shall have power to prescribe, but not later than June each year, different specifications of hessian or any other material for covering and hoops to be used in packing bales and also the density, all applicable to the cotton pressed in the season commencing from following September each year."

2. In By-law 1 : The following new definition shall be added after the definition of "Ready Transaction":—

"The term "Spot Delivery" in Hedge Contract means delivery at any of the places where cotton is to be tendered as mentioned in the Schedule attached to the By-law 54B, against each standard description."

3. In By-law 1 : The existing definition of "Spot Rate" shall be substituted by the following :—

"Spot Rate ordinarily means, unless otherwise stated, the market rate of the day for ready cotton in up-country spot market (inclusive of entry tax or other local levies, if any, but exclusive of Sales and/or Purchase Tax or Central Sales Tax, as applicable in the respective States at the time of the delivery). This Spot Rate shall, when the circumstances so require, be deemed to include any rate for ready cotton fixed by the Authority competent under these By-laws to do so, e.g. in the case of insolvency of or suspension of payment by a member, or of an emergency in the trade actual or anticipated, or any spot rate fixed under By-law 52B."

4. In By-law 31(1)(c) : The words and figure viz. "a fee of Rs. 3/-" shall be substituted by the words and figure "a fee of Rs. 10/-".

5. The existing By-law 31(1)(d) shall be substituted by the following, namely—

"A Panel of the Daily Rates Committee shall meet daily for the purpose of fixing and registering, as at 1 p.m. or as at such other hour as the Board may decide :—

- (i) the market rates at upcountry centres of different growths of cotton tenderable or sold under Hedge and/or TSD Contracts,
- (ii) the market rates at upcountry centres of different growths of cotton permitted for trading in Delivery Contracts, and also,
- (iii) except on the due date of the Hedge Contract and/or TSD Contracts, the Hedge Contract rate and Upcountry Spot Rate for basic cotton under the Hedge Contract as well as for the descriptions of cotton permitted for trading in TSD Contracts."

6. In By-law 31(1)(e) :

Para 1 shall be substituted by the following Paragraph :—

"While fixing the market rates in respect of varieties in which there has been no trading, the Daily Rates Committee will take into consideration the prices of similar varieties of cotton in upcountry markets."

7. In By-law 31(2) :

- (i) In clause (a), for the words "the Bombay spot market" the words "the Bombay as well as the upcountry spot markets, and" shall be substituted.
- (ii) In clause (b), the word "and" at the end shall be deleted.
- (iii) The clause (c) shall be deleted.

8. After By-law 31, the following new By-laws 31A and 31B shall be added :—

**Appeal against Daily Rates.**

"31A.(1) The Board shall constitute an Appeal Committee consisting of the Chairman, Vice-Chairman and five Directors from the Board well conversant with ready cotton markets to hear appeals against the rates fixed by the Daily Rates Committee. Three members shall form quorum.

- (2) Any member dissatisfied with the rates fixed by the Daily Rates Committee may lodge in writing an appeal to the Association before 1 p.m. on the

next working day against the rate/s so fixed on payment or fee of Rs. 50/- per rate, half of which shall be refundable in the event of the appeal being successful.

(3) The Committee will dispose of the appeal within two working days after the receipt thereof, and their decision shall be final and binding."

**Co-ordination Committee**

"31B. The Board shall also constitute a Co-ordination Committee consisting of four Chairman of the Daily Rates Committees and the Chairman of By-law 34A Committee as its Chairman to co-ordinate the working of the Daily Rates Committees, to procure samples of available standard descriptions of cotton tenderable against Hedge Contract as mentioned in By-law 54(B) and Delivery Contracts as mentioned in By-law 66(A)(a)(4) to compare them with the standard boxes and to point out to the Chairman of the Committee concerned about discrepancies, if any, and also to give necessary guidelines for fixation of the daily rates.

Three members of the Committee shall form a quorum. In the absence of the Chairman of By-law 34A Committee, any member of that Committee can be called to Chair the meeting of the Committee.

The Committee shall meet at least once a month, or so often as required by the Board."

9. The existing By-law 34 shall be substituted by the following :—

"The rates fixed and registered as aforesaid are ex-Sellers' godown and are exclusive of all Sales/Purchase tax and Octroi duty, if any."

10. In By-law 34A(1)(a), the existing sub-clause (iii) shall be substituted by the following, viz.—

"(iii) The difference in value between the staple length and/or grade and/or micronaire of the cotton contracted for and the staple length and/or grade and/or micronaire of the cotton tendered as awarded in survey certificates."

11. In Clause (2) of By-law 34A, for the words "the staple length of the cotton contracted for and the staple length of the cotton tendered" the words "the staple length or grade or micronaire of the cotton contracted for and the staple length or grade or micronaire of the cotton tendered". shall be substituted.

12. In By-law 36(l), the following paragraphs shall be added :—

"In the surveys conducted on cotton tendered against Hedge Contract, the Secretary shall get the micronaire tests carried out at the Association's Laboratory, Bombay, or at such other Laboratory as may be approved by the Board from time to time, and the Surveyors shall include these micronaire tests in their award.

In case of appeal or super appeal, same micronaire tests will be mentioned.

In other contracts, micronaire tests will be carried out if the contract stipulates micronaire requirements."

13. In By-law 41 :

(i) The existing clause (a) shall be substituted by the following :—

"(a) Arbitration as to quality :—

(i) the fee for an arbitration under clause (1) of By-law 36 shall be Rs. 175/- for the first 50 bales or less and Rs. 100/- for every additional 50 bales or less in excess of 50 bales for Members and Rs. 275/- for the first 50 bales or less and Rs. 100/- for every additional 50 bales or less for non-members.

(ii) the fee for an arbitration under clause (2) of By-law 36 shall be Rs. 225/- for the first 50 bales or less and Rs. 175/- for every additional 50 bales or less for members and

Rs. 325/- for the first 50 bales or less and Rs. 225/- for every additional 50 bales or less for non-members."

(ii) The existing sub-clauses (i) and (ii) of clause (c) shall be substituted by the followings :—

"(c) Appeal Fees—

(i) the fee for an appeal to Panel in an arbitration on quality, under clause (1) of By-law 36, shall be Rs. 225/- for the first 50 bales or less and Rs. 175/- for every additional 50 bales or less for members and Rs. 325/- for the first 50 bales or less and Rs. 175/- for every additional 50 bales or less for non-members. If the appeal is validly withdrawn before the commencement of its hearing, one-half of the fee paid shall be refunded to the Appellant.

(iii) The following new clause shall be added as clause (d) under clause (2) of By-law 36, shall be Rs. 275/- for the first 50 bales or less and Rs. 225/- for every additional 50 bales or less for members and Rs. 375/- for the first 50 bales or less and Rs. 275/- for every additional 50 bales or less for non-members. If the appeal is validly withdrawn before the commencement of its hearing, one half of the fee paid shall be refunded to the Appellant."

(iv) The following new clause should be added as clause (d) :—

"(j) In addition to the fees prescribed in clause (a)(i), the fees for micronaire tests shall be Rs. 25/- for each 50 bales or part thereof."

(v) The present clauses (d) and (e) shall be re-numbered as clauses (e) and (f).

(vi) In the renumbered clause (e) between the figures "34A" and "37", the figure "36" shall be inserted."

14. By-law 47B shall be deleted.

15. The existing By-law 48 shall be substituted by the following :—

"48. Speculative transactions in cotton of any nature other than those permitted under these By-laws, as well as trading in options are prohibited. Any member who directly or indirectly infringes or attempts to infringe or who assists any infringement or attempted infringement of this By-law shall be liable to suspension and/or expulsion from membership of the Association."

16. In By-law 50(a), for the words and figures "12 noon and 5 p.m.", the words and figures "12.30 p.m. and 3.30 p.m." shall be substituted and for the words and figures

"12 noon and 3 p.m.", the words and figures "12.30 p.m. and 2 p.m." shall be substituted.

17. The existing By-law 53 shall be substituted by the following :—

"53. (1) For the purpose of hedging, there shall be one Hedge Contract styled "The Indian Cotton Contract".

(2) The basis of the Indian Cotton Contract shall be Fine M.G. MCU-5(B), staple 32mm as per standard to be prepared from cotton pressed in the State of Andhra, shown as tenderable against M.G. MCU-5(B) in Column (5) of the Hedge Schedule appended to these By-laws and having micronaire in the range of 3.0 to 3.5 (both inclusive).

(3) The descriptions of cotton, their respective basic grade, staple lengths and micronaire limits, tenderable under the Indian Cotton Contract shall be as specified in columns (1), (2), (3) and (4) of the Hedge Schedule appended to these By-laws.

(4) In respect of all the tenderable varieties/growths (including the basic cotton) mentioned in column (1) of the Hedge Schedule, cotton shall be tenderable upto two classes "On" and upto "Good to Fully Good" in Grade; and upto 2 mm "On" and 2mm "Off" in staple; and upto .72 higher than the maximum or .2 lower than the minimum of the basic micronaire limits prescribed in the Hedge Schedule appended to these By-laws, with premia or discounts as fixed under By-law 55.

(5) Cotton below the Standard "Good to Fully Good" or more than 2mm "Off" in staple, or more than .2 higher than the maximum/lower than the minimum of the basic micronaire limits mentioned in column (4) of the Hedge Schedule appended to these By-laws shall be rejected.

(6) The standard samples for all grades for each of the descriptions specified in column (1) of the Hedge Schedule, appended to these By-laws as well as staple standards shall be prepared as provided below in By-law 128.

(7) Price quotations in Hedge Contract shall be in Rupees per quintal. Ex-Seller's godown at any stations mentioned in By-law 54(B), Net delivery term (inclusive of entry tax or other local levies if any but exclusive of Sales and/or Purchase tax or C.S.T. as applicable in the respective State at the time of delivery).

(8) Month of Delivery—January, April and August.

(9) Delivery period—1st to 25th of the delivery month."

**HEDGE SCHEDULE  
For the Indian Cotton Contract (By Law 53)**

Standard Descriptions Varieties/ Growths.	Basic Grade	Basic Staple	Micronaire range (both inclusive)	Places where cotton is pressed
MCU-5 (A)	Fine	31 mm.	3.0 to 3.5	All places in the State of Tamilnadu.
MCU-5 (B)	Fine	32 mm	3.0 to 3.5	All places in the State of Andhra.
DCH-32 (A)	Fine	35 mm.	2.9 to 3.4	All places in the State of Madhya Pradesh.
*DCH-32 (B)	Fine	36 mm	2.9 to 3.4	All places in the State of Maharashtra.
DCH-32(C)	Fine	37 mm	2.9 to 3.4	All places in the States of Andhra Pradesh, Tamilnadu and Karnataka.
Shankar-6(A)	Fine	29 mm	3.5 to 4.2	All places in the districts of Saurashtra except the district of Junagadh, and all places in the district of Mehsana and Ahmedabad of Gujarat State.
Shankar-6(B)	Fine	30 mm	3.5 to 4.2	All places in the districts of Sabarkantha and Kaira, and in the districts of Vadodara, Surat and Junagadh of Gujarat State.
H-4(A)	Fine	27 mm	3.5 to 4.2	All places in the State of Madhya Pradesh.
*H-4 (B)	Fine	28 mm	3.5 to 4.2	All places in the State of Maharashtra.
H-4 (C)	Fine	29 mm	3.5 to 4.2	All places in the State of Andhra.

\*Subject to the Board permitting the same before commencement of trading in any delivery of the Hedge Contract.

18. The existing By-law 54 shall be substituted by the following, viz.—

#### Conditions of Valid Tender

"54.(a) Against the Indian Cotton Contract the descriptions shown in column (1) of the Hedge Schedule and the cotton grown or pressed only at the places enumerated in the corresponding column (5), (subject however to such modifications to the Hedge Schedule as the Board may make from time to time) shall alone constitute a fair tender provided that—

- (i) the cotton shall be of the description sold;
- (ii) each unit of 50 bales tendered shall be of one and the same description of cotton;
- (iii) each bale shall bear the Special Mark prescribed for the factory in which it is pressed, in conformity with the provisions of the cotton ginning and pressing factories Act, 1925, and the Rules thereunder as well as fully covered by hessian on all six sides of the bale, subject to clause (c) hereunder;
- (iv) the cotton shall comply with By-laws 56 and 86 and shall be in one godown and be in the possession of a tenderer or his pledgee or bailee;
- (v) the staple length is not less by more than 3mm than the staple length specified in Column (3) of the Hedge Schedule.

On failure to fulfil any one of these conditions a tender shall be held to be not a fair tender and will be liable to the consequences provided under these By-laws.

**Explanation:**—For the purpose of proviso (ii) hereof a tender cannot be made of, for instance, 25 bales of H-4 and 25 bales of MCU-5. The whole lot of 50 bales tendered must be either of H-4 or of MCU-5.

- (b) In the event of any bale in a tender being unmarked or wrongly marked or bearing marks not sufficiently clear to locate the origin of such bales and therefore not bearing the Special Mark as required by proviso (iii) to sub-clause (a), a certificate from the factory to the effect that those bales in the lot were pressed in the factory if produced by the seller, shall be proof of the Press Marks on the bales and the buyer shall be bound to take delivery of such bale/s or the lot. If no such certificate is produced by the seller, such bale/s may be rejected by the buyer and invoiced back at the spot rate of the basic cotton fixed for the day following the date of such rejection. In case of disagreement and resort

to arbitration under By-law 38, the cotton may be rejected by the buyer and invoiced back at such rate as may be fixed by the arbitrators or umpire and in case of appeal, by the Board. The buyer shall also be entitled to a fixed penalty of Rs. 50/- for the whole unit of 50 bales tendered with marks not sufficiently clear to locate the origin of such bales, irrespective of the number of bales so rejected.

- (c) In the event of bales not fully covered by hessian on all six sides, pressing charges at the rate of Rs. 20/- per bale shall be payable by the seller to the buyer.

However, a gap of about 1" between two parts of the hessian covering or some bales opened for sampling not being fully covered shall not entitle the buyers for such pressing charges.

19. The existing By-law 54A shall be substituted by the following, viz.—

#### Unit of trading and unit of tender

54A. Unit of trading shall be 50 bales. The Board however, shall have power to permit trading in unit of 10 bales before commencement of trading in any deliveries. Provided, however, during the delivery period cotton shall be tendered in Unit of 50 bales only and no contract of 10 bales shall be tenderable in any event. The outstanding contracts of 10 bales when permitted shall be closed at the rate that may be fixed by the Board in its Meeting to be held on last Friday, or if it be holiday/non-working day, then on the preceding working day, of the month previous to the delivery month, by a majority of three-fourths of the members present and voting: Provided, however, that if the Board has been unable to decide such rate by the requisite majority, or where due to any reason the Board has been unable to have a meeting as herein before mentioned, then all the contracts of 10 bales shall be deemed to have been and shall be closed at the closing rate of the Hedge Contract of the last trading day preceding the day specified hereinabove for the meeting of the Board."

20. The existing By-law 54B shall be substituted by the following, viz.—

#### Upcountry tenders

"54B : (1) The Seller shall have the option of delivering cotton, in accordance with the provisions of this By-law, of the following descriptions of cottons as shown in column (1), at places shown opposite as "places where cotton to be tendered" mentioned in column (3) in the Scheduled below :—

Tenderable Descriptions	Pressed in State(s)	of	Places where cotton to be Tendered
(1)	(2)		(3)
1. MCU-5 (A)	Tamilnadu		Coimbatore, Tirupur, Rajapalayam, Theni, Salem and Pollachi.
MCU-5(B)	Andhra Pradesh		Guntur, Chikluripeth Gunpowaram, Narsarao-pet, Pedarundipadu, Sattenapalli and Medermetla.
2. DCH-32 (A)	Madhya Pradesh		Badnavar, Badnagar, Ratlam, Sendhwa and Harda.
*DCH-32(H)	Maharashtra		Nagpur, Wardha, Yeotmal, Amravati, Akola, Khamgaon, Shegaon, Nanded, Hingoli, Parbhani, Aurangabad and Jalna.
DCH-32 (C)	Andhra Pradesh		Guntur, Chikluripeth/Gunpowaram, Nararepet, Pedarundipadu, Sattenapalli, Medermetla, Adoni, and Nandyal.
	Tamilnadu		Coimbatore, Tirupur, Rajapalayam, Theni, Pollachi and Salem.
	Karnataka		Davangere, Bellary, Raichur, Gadag, Chitradurg, Bailhongal, Hubli, Ranibennur, Sondatti and Nargund.

(1)	(2)	(3)
3. Shankar-6(A)	Gujarat	Anjar, Maridvi, Rajkot, Wadhwan, Surendranagar, Limbdi, Morvi, Dhangadhra, Kadi, Dholka, Botad and Bavla.
Shankar-6 (B)	Gujarat	Bodeli, Dabhoi, Sadhli, Karjan (Miyagaon Palej, Amod, Samliya, Idar, Jadar, Vaktapur, Sithamba, Dhansura, Kapadvanj, Himatnagar, Hansot, Olpad, Jahangirpura, Manavadar and Purbunder).
4. H-4 (A)	Madhya Pradesh	Burhanpur, Khandwa, Sanavad, Dhamnod, Sendhwa, Harda and Pandurna.
"H-4 (B)	Maharashtra	Nagpur, Wardha, Wani, Yeotmal, Dhamangaon, Arvi, Amravati, Akola, Khargaoon, Malkapur, Achalpur, Nanded, Hingoli, Parbhani, Jalna and Aurangabad.
H-4 (C)	Andhra Pradesh	Adilabad, Bhainsa, Varangal, and Chikluripeth/Gunpowaram.

\*Subject to the Board permitting the same before commencement of trading in any delivery of the Hedge Contract.

The Board shall have power to modify from time to time the foregoing Schedule before the commencement of trading in any delivery of Hedge Contract.

The seller may also tender cotton of any of the descriptions mentioned in the Schedule at Bombay, Ahmedabad and Coimbatore, instead of places shown in the Schedule in column (3) for each description, but he shall be entitled to claim nothing more than the price for spot delivery plus Sales Tax/Purchase Tax/Central Sales Tax as applicable in the State where it is tendered.

The Seller shall specify in the Clearing House delivery order form submitted by him under By-law 451, at which place he elects to tender cotton giving the details of godown, its location and full address.

(2) The last buyer or his appointee, who takes the delivery, shall make payment to the first seller or his appointee, who effects delivery, of the full invoice value within five days of the receipt of the invoice, either by cash or by a banker's cheque pay-order/pay-slip/demand draft (at his cost) of any nationalised Bank (drawn on the branch either located at Bombay if the first seller or his appointee so desires or on the branch at the station where the cotton is stored).

The property in the contracted goods will pass to the buyer only on his making payment as aforesaid and when such payment is made the last seller or his appointee shall issue the warehouse receipt/transfer chitti/gate pass for the bales concerned. The seller or his appointee shall thereafter hold the bales concerned in trust and shall deliver the same to the buyer or his appointee immediately when called upon to do so.

If the bales concerned are re-stored after payment, the last buyer or his appointee will be liable for payment of the storing charges as provided in clause (7) hereunder as also for actual labour charges, if any, incurred for piling and un-piling of the bales and the delivery of the bales shall be given on payment thereof.

The last buyer or his appointee, in addition to making the payments as aforesaid, shall also be liable to give the necessary declaration or required form under the Sales Tax/Purchase Tax/Central Sales Tax Act/Rules, if any, and in case he is unable to do so he shall pay to or deposit with the first seller or his appointee the amount of tax payable for want of such declaration or form under the Sales Tax/Purchase Tax/Central Sales Tax Act/Rules of the State concerned.

Interest for any late payment plus late lifting charges shall be payable at the rate, as may be fixed by the Board from time to time.

(3) The cotton to be delivered upcountry shall be protected and stored in a godown by the seller or his appointee and

all facilities for sampling shall be afforded by the seller or his appointee to the buyer or his appointee.

(4) Samples for arbitration from bales tendered upcountry shall be drawn by the Controllers in accordance with the provisions of By-law 60A, within seven days (or such further time as may be granted by the Board or the Chairman thereof, if the Board shall have delegated powers to him as it is hereby authorised to do so) from the date of receipt of the delivery order by the buyer. Such samples shall be promptly sealed by the Controller in the presence of the seller and buyer, or their nominees and shall be despatched by him to the Association by post or air or railway parcel or by Angadia (Courier) or by any Motor Transport Carrier as required by the seller, not later than the third working day following the day upon which the samples were drawn. It will however be the responsibility of the Controller to see that the samples reach the Association, however sent.

(5) Arbitrations shall be arranged by the Association as soon as possible after receipt of the samples.

(6) The provisions of By-law 97 shall apply to upcountry delivery save and except that for the first sentence of that By-law, the following shall be substituted :—

The buyer or his appointee shall arrange to weigh over and take delivery of the cotton in the presence of the Controller within ten days after the cotton is finally approved of in Survey or on Appeal or on Super Appeal. If no arbitration is held, then the buyer or his appointee shall arrange to weigh over and complete taking delivery within ten days.

(7) If the buyer or his appointee shall have paid for the cotton the seller or his appointee shall, at the buyer's or his appointee's request and at his risk, provide storage facilities for a period not exceeding two months from the date of delivery and shall be free of rent for one month and thereafter on payment of storing charges at the rate of Rs. 2/- per bale per month or part thereof. In such event, the buyer or his appointee may put/affix his name plate on the bales or nearabout the bales and the seller or his appointee shall also arrange to give a Gate Pass or Transfer letter or warehouse receipt in favour of the buyer or his appointee when so required.

(8) In the event of the last buyer naming an appointee, who is a registered and/or licensed dealer in the State concerned, the first seller or his appointee shall be obliged to deliver cotton to the last buyer's appointee. In the same way, where the first seller names an appointee, who is a registered and/or a licensed dealer in the State concerned, the last buyer or his appointee shall be obliged to take delivery of the cotton tendered from the first seller's appointee.

(9) After weighment, the first seller or his appointee shall give invoice in duplicate in the name of the last buyer or his appointee whosoever takes the delivery within 48 hours after the weighment, and the said invoice shall include the amount of Sales tax/Purchase tax/Central Sales tax, as applicable in the State concerned, subject to the provisions in By-law 99A."

21. The existing By-law 55 shall be substituted by the following, namely—

*Tendering Differences*

55.(i) For the purpose of fixing tendering differences the Board shall appoint a Special Committee consisting of seven persons actively connected with the Spot Market and representative of all Panels, as far as feasible. Five members of the Special Committee shall form a quorum and in the event of a quorum not being available, the Chairman or in his absence the Vice-Chairman of the Board shall appoint a duly qualified person or persons to enable a quorum to be formed. In the event of a member of the Special Committee being granted leave, the Board shall appoint a duly qualified person to fill the vacancy during the absence of such members on leave.

(ii) (a) The tendering differences fixed by the Special Committee shall be subject to a right of appeal to the Board on payment of an appeal fee of Rs. 250/- provided the appeal is lodged with the Secretary within two working days from the date of the notification of the tendering differences so fixed. If the Board in such appeal shall modify any such differences and if in their opinion such modification necessitates consequential modification of any other differences fixed by the Special Committee they shall have power to do so notwithstanding that no appeal against any such other differences has been preferred to them.

(b) All appeal fees payable under this By-law shall be credited to the funds of the Association. In the event of an appeal being successful one half of the fee shall be refunded.

(iii) The tendering differences fixed by the Special Committee, subject to any modification in any appeal made by the Board, shall be applicable for all tenders of cotton against the Hedge Contract during the delivery month/s concerned, and shall remain unaltered throughout the delivery period/s concerned.

(iv) The Special Committee shall fix the tendering differences, that is—

(a) Premia or discounts for descriptions of cotton tenderable other than basic cotton.

(b) "On" or "Off" allowances for class/grade.

(c) "On" or "Off" allowances for staple lengths more/less upto 2mm than the basic staple lengths of all the varieties mentioned in column (3) of the Hedge Schedule appended to these By-laws.

(d) "Off" allowances upto .2 higher than the maximum or .2 lower than the minimum of the basic micronaire limits prescribed in column (4) of the Hedge Schedule.

in the first week of the month preceding each delivery month (i.e., in the first week of March if the delivery month is April).

(v) The Special Committee and in the case of appeal, the Board shall fix—

(a) The tendering differences between the basic cotton and other tenderable descriptions of cotton on the basis of the differences between the Upcountry spot rate of the basic cotton and the Upcountry spot rate of respective description of cotton on the day of fixation of tendering differences, taking into consideration the spot rates in Pombay as well as the Upcountry spot markets, by adding to the differences

an amount equal to half the difference between the spot rate of the basic cotton, and the Hedge Contract rate of the delivery concerned on the day of fixation of the tendering differences, when the Hedge Contract rate is lower than the spot rate of the basic cotton, or by deducting from them an amount equal of half the difference between the aforesaid rates when the Hedge Contract rate is higher than the spot rate of the basic cotton.

*Explanations :—*

- (1) In calculating the tendering differences, the minus differences shall be reduced or increased by the amount to be added or deducted as aforesaid.
- (2) Sums from 1p to 49p inclusive shall be ignored and 50p to 99p shall be treated as one rupee.

*Illustration*

If, on the day of fixation of tendering differences, the Hedge Contract rate is Rs. 2,050/- or Rs. 1,950/- per quintal and the upcountry spot rates of basic cotton namely MCUS-5(B) as well as other tenderable descriptions are as shown in column II then the tendering differences will be as shown in column III and IV respectively.

*Rates per Quintal*

Tenderable Descriptions	Spot Rate	If HC Rate	If FC Rate	PC
		Rs. 2050/- T.D.	1,950/- T.D.	Rs.
I	II	III	IV	
MCU-5 B (Basis)	2000	NH	NH	
MCU-5 (A)	1950	-275	-325	
DCH-32	2300	+275	+325	
Shankar-6	1925	-100	-50	
H-4	1850	-175	-125	

(b) "On" and "Off" allowances on the basis of the differences between the spot rate prevailing in the spot market for the basic staple of the description and tenderable staples permitted for each description above and below the basic staple taking into account the spot prices for the respective staple lengths of the same descriptions in Bombay as well as the upcountry spot markets.

(c) Premia or discount for class/grade by taking into consideration the spot rate fixed under By-law 31.

(d) "Off" allowances for micronaire upto .2 higher than the maximum or upto .2 lower than the minimum basic limits for all the varieties in column (4) of the Hedge Schedule.

22. After the end of By-law 57, the following sentence shall be added, namely—

"There shall be no "on" allowance for micronaire."

23. *In By-law 59*

(i) The existing clause (a) shall be substituted by the following, namely—

"(a) The arbitration (if any) on cotton tendered against a Hedge Contract in Bombay must be held not later than three working days after the delivery order is received by the buyer."

(ii) The following clause shall be added as clause (b)—

"(b) In respect of tenders made at places other than Bombay, the provisions of By-law 54B(4) and By-law 54B(5) shall apply."

24. *In By-law 60*

(i) In the first sentence of para one, for the words and figure "If owing to the neglect of the buyer no arbitration is held within the period specified in By-law 59", the words and figures "If owing to the neglect of the buyer no sample are drawn or no arbitration

is held within the period specified in By-law 54B or 59", shall be substituted.

- (ii) In the first sentence of para two, for the words and figure "if the seller refuses or neglects to hold such arbitration within the time specified in By-law 59", the words and figures " if the seller refuses or neglects to draw samples or no arbitration is held within the time specified in By-law 54B or 59", shall be substituted.

**25. In By-law 60A :**

- (a) In clause (1)—

- (i) for the words, "A Controller appointed by the Association shall be selected", the words "An authorised Controller appointed by the Association", shall be substituted.
- (ii) for the figure and words "8 per cent" wherever they occur the figure and words "4 per cent" shall be substituted.
- (iii) for the figure and words "4 per cent" the figure and words "2 per cent" shall be substituted.
- (iv) for the figure and words "2 per cent" the figure and words "1 per cent" shall be substituted.

- (b) In clause 4(A)—

for the figures and words "a penalty of Rs. 1.25P. per quintal upto 20 per cent of the lot and of Rs. 2.50P. per quintal, if in excess of 20 per cent of the lot" the figures and words "a penalty of Rs. 5/- per quintal upto 10 bales of the lot and of Rs. 10/- per quintal if in excess of 10 bales of the lot" shall be substituted.

- (c) in clause (5), the words and figures "more than 15" shall be deleted.
- (d) clause (7) shall be deleted.
- (e) in clause (8), the words and figure "subject however, to an allowance of 1 per cent payable by the seller to the buyer on the invoice value for August delivery only in respect of Vijay, Ankleshwar and Suri descriptions", shall be deleted.
- (f) the existing clause (9) shall be substituted by the following—  
"(9) The Cotton certified as above shall be tenderable in the Hedge Contract for delivery at any place mentioned in By-law 54(B)(1)."
- (g) the existing clause (10) shall be substituted by the following—  
(10) The Controller's fees, including forwarding and incidental charges shall be fixed by the Board in the beginning of the season and shall be borne by the parties equally."

**26. The existing By-law 61 shall be substituted by the following, viz.,**

**Rejection of Tender**

"61(1) Cotton will be considered not a fair tender, if it is declared not of the description sold or if it does not conform to By-law 53(3) or By-law 54(a)(5) or is awarded as being below "Good" standard or if it is found to be false or fraudulently packed or is awarded an allowance exceeding 1½% on the ground of its being watered or waterpacked cotton or containing extraneous matters, in each of which cases the cotton shall be deemed to be rejected, and the buyer shall invoice it back at the spot rate applicable as per provisions of By-law 61A, for the day following that on which the final award is given under By-law 36, or in case of arbitrations other than those relating to quality under By-law 38 at such rate as may be fixed by the arbitrators or umpires and in case of appeal by the Board. Such

a tender shall also be liable for a penalty as under :—

- (a) in case of cotton awarded for class/grade as being below "Good" or for staple below more than 3 mm than the basic staple, a penalty if there be no appeal against Survey Award not exceeding Rs. 15/- per quintal as may be fixed and imposed by the Board.
- (b) in other cases a penalty not exceeding Rs. 30/- per quintal as may be fixed and imposed by the Board provided that in any such case, no penalty exceeding Rs. 15/- per quintal shall be fixed and imposed by the Board except with the approval of 75 per cent of the Directors present and voting at the meeting.
- (2) In an arbitration on quality, if the cotton is awarded "Off", the award shall state the full allowance all for grade, staple, and micronaire (i.e. as opposed to allowance merely justifying rejection) and the length of staple as well as the micronaire value.
- (3) If by the final award the cotton is not declared not a fair tender and the cotton tendered is less upto 2mm than its basic staple length, and is less up to .2 than the minimum limit or is more up to .2 than the maximum limit of the micronaire range, for the descriptions specified in columns (3) and (4) respectively of the Hedge Schedule, the buyer shall be bound to take the cotton tendered.
- (4) If by the final award the cotton is not declared not a fair tender and—
  - (a) the allowance awarded for class/grade exceeds the difference between Fine and Good to Fully Good;
  - or
  - (b) the cotton tendered is less upto 3mm than the staple lengths for such cottons specified in column (3) of the Hedge Schedule appended to these By-laws;
  - or
  - (c) the cotton tendered is higher by more than .2 than the maximum limit or lower by more than .2 than the minimum limit of the micronaire range for the description specified in column (4) of the Hedge Schedule appended to these By-laws, the buyer shall—
    - (i) take the cotton with the allowance fixed by such award, in which case he shall so intimate to the Seller by 1.30 p.m. on the third day from the date of the award.
    - or
    - (ii) reject the cotton in which case he shall invoice it back to the seller at the spot rate applicable as per provision of By-law 61A for the day following the date of such award together with a penalty of Rs. 3/- per quintal which shall be irrespective of any other penalty imposed under this By-law.
- (5) On invoicing back cotton which is not a fair tender by reason of being awarded as below "Good" standard and the buyer shall receive from the seller a penalty per quintal as may be fixed and imposed in appeal or super appeal amounting to an "off" allowance minus the value of the difference in value between "Fine" and "Good".
- (6) On invoicing back cotton which is not a fair tender by reason of contravening the provisions of By-law 54(a)(5), the buyer shall receive from the seller a penalty per quintal as may be fixed and imposed in appeal or super appeal, as the case may be.
- (7) No penalty or aggregate penalty fixed and imposed under clauses (5) and (6) hereof, shall exceed Rs. 30/- per quintal.

- (8) If by 1.30 p.m. on the third day following the date of the final award the buyer being entitled to elect to take the cotton with the allowance awarded, he has not intimate such election; he shall be deemed to have rejected the cotton.
- (9) Buying on account in Hedge Contracts shall not be permitted except as provided in By-law 52B.
- (10) The expression final award for purposes of this By-law means the award in an arbitration if there is no appeal or the award on appeal if there is not super appeal or the award on super appeal if there is a super appeal."

27. In By-law 61A, the clause (a) shall be substituted by the following :—

- "(a) The rate for invoicing back cotton shall be the Spot rate of the basic cotton fixed and registered for that day under By-law 31, and for the due date under By-law 32."

28. In By-laws 64 (i) and (ii), the figure "7" shall be substituted by the figure "15" and "20" respectively.

29. In By-law 64 (ii), the words "at Tank Bunder or in Sewri Cotton Depot (including the Grain Depot at Sewri) of the Port Trust or in the vicinity of the Docks or in a Jaitha or in a Godown or in such place or places as may be determined and notified by the Board from time to time, or in the event of the seller having exercised his option to deliver upcountry," shall be deleted.

30. The existing By-law 65 shall be substituted by the following :—

- "65. After the buyer has weighed over some bales, if he discovers that a portion of the cotton is not ready for delivery, he shall be entitled to refuse the bales duly weighed over by him and shall invoice back the entire quantity at the spot rate on the following day as per provisions contained in By-law 61A plus a penalty of Rs. 30/- per quintal."

31. In By-law 73, clause (4) shall be deleted.

32. By-law 76 shall be deleted.

33. After By-law 81A, the following new By-law 81B shall be added :—

- "81B. In case a first seller or a last buyer in any Hedge Contract is a broker or a commission agent or a member, not holding a valid Sales-tax licence/registration in the State, where the cotton is lying, he may appoint anyone holding a valid Sales-tax licence/registration in the State concerned to take or give delivery of cotton in his outstanding contract(s). In such an event, an individual/firm/company so appointed shall be called a seller's appointee or a buyer's appointee as the case may be and the contract shall be deemed to have been transferred in the name of such appointee for the purpose of giving or taking delivery of any tender issued as per By-law 151.

It shall be presumed and implied that before informing any name to the Association under By-law 151, the first seller/last buyer shall duly obtain the consent of every appointee, who shall thereafter become a principal and shall act as a seller or buyer, as the case may be, in order to fulfil the contract for the purpose of giving or taking delivery of the tender issued as per By-law 151 and shall carry out all requirements in that respect and shall be bound by these By-laws, even if he is non-member. However, the responsibility of the first seller or last buyer in the Hedge Contract shall not cease and he shall be fully liable for all acts or omissions or negligence or failures on the part of his 'appointee' and consequences thereof."

34. In para one of By-law 85A, for the figure and words "1 1/2 per cent.", wherever they occur, the figure and words "3/4 per cent." shall be substituted.

35. In By-law 85B, the words "Vijay, Surti and Kalyan" shall be replaced by the word "all".

36. In By-law 86, para one :

- (a) The words "with its exact location and full address" shall be added after the words "if any".
- (b) The words to identify the godown or jaitha in which the cotton is lying" shall be deleted.
- (c) The words "and the day on which the right to hold an arbitration on the cotton will expire", shall be deleted.

37. In By-law 86, para two, for the words and figures "a penalty of Rs. 1.25p", the words and figure "a penalty of Rs. 5" shall be substituted.

38. The existing para 3 of By-law 86 shall be substituted by the following :—

"No delivery order shall be issued unless at the time of the issue of such order the cotton is actually ready, at the place notified by him therefore under By-law 151."

39. After the end of para one of By-law 86, the following sentence shall be added :—

"The seller shall also enclose with the delivery order the prescribed form, in duplicate, for the purpose of intimating the name of an 'appointee', if any, under By-law 81B."

40. In clause (a) of By-law 87 after the words "measurements", the following words shall be added, viz.

"and packing as prescribed in the definition of a Full Pressed Bale or a Standard Bale"

41. In By-law 95, the second sentence viz. "For the purposes of arbitration a maximum of 8 per cent and a minimum of 4 per cent of the bales shall be opened (2 per cent may be opened outright)" shall be substituted by the following :—

"For the purposes of arbitration a maximum of 4 per cent and a minimum of 2 per cent of the bales shall be opened (1 per cent may be opened outright)."

42. In By-law 97 :—

- (a) The figure and letter "50P" appearing in para 1 shall be substituted by the letter and figure "Rs. 5/-".
- (b) The letter and figure "Rs. 14/-" appearing in para 2 shall be substituted by the letter and figure "Rs. 30/-".
- (c) The following footnote shall be added at the end of the By-law.

"Note :—The provision for buying/or selling on account in this By-law, when there is a failure to give/or take delivery under Hedge Contract shall not apply. In such cases, the contract shall be closed by invoicing back and an application may be made to the Board for penalty, which may be allowed upto Rs. 30/- per quintal."

43. The existing By-law 99A shall be substituted by the following :—

- "99A.(1) If case last buyer in a Hedge Contract is not registered or licenced dealer under the current Act/Rules of the State concerned, he may either appoint someone as his appointee as per By-law 81B OR shall pay the amount of Sales tax/Purchase tax/Central Sales tax, as may be charged in the invoice by the first seller or his appointee according to Act/Rules of the State concerned.

- (2) In case the last buyer in a Hedge Contract or his appointee if any, is a registered/licensed dealer in the State, where the cotton is tendered, he shall follow and abide by the Government Acts/Rules as well as the current market practice in the State concerned and shall do whatever is applicable in the State concerned, e.g.

- (a) Where there is State Government Sales tax/Purchase tax at last stage, he shall give a valid Sales tax declaration or form, as required.

- (b) Where there is a State Government Sales tax/Purchase tax at first stage, he shall pay the amount of tax at the rate applicable, if separately charged in the invoice OR the same may be added in the price and the invoice may be prepared with the tax added price as well, as mentioning therein 'TAX PAID OR SECOND S.M.F.'
- (c) Where the cotton is to be taken out of State, he shall pay the Central Sales tax either charged separately or added in price at the rate as applicable and shall also issue C Form or any other necessary form. If required, the seller or his appointee shall issue E Form to the buyer and shall also arrange for the R/R or MTR as required, in accordance with the Government Act/Rules."

44. By-law 101 shall be deleted.

45. In By-law 113, para 3 shall be substituted by the following :—

"In case of delivery at upcountry centres, the buyer shall ascertain the tare from the present factory and shall accept the normal tare of the factory concerned. When or where this is not possible, the buyer and the seller may amicably settle the tare or may ascertain it by weighing the actual tare after fully opening any two bales (one selected by the buyer and the other by the seller) and the average tare shall be the tare of each bale for the whole lot. The Controller shall mention the tare in his certificate and in case of retender of the lot the same shall be accepted."

46. The existing By-law 137 shall be substituted by the following :—

"137. Payments into the Clearing House shall be made by paying the amounts into the Settlement Account of the Association with such nationalised Bank or into the Clearing House of the Association in such manner as the Board may direct from time to time."

47. In By-law 142, a further note shall be added as follows :—

"Forms white in colour shall be used in respect of contract of 50 bales and forms pink in colour in respect of contract of 10 bales for submitting settlement accounts."

48. In the Note at the end of the By-law 148, the following words shall be added :—

"Forms white in colour shall be used in respect of contract entered into in units of 50 bales, and forms pink in colour shall be used for contracts entered into in units of 10 bales, for submission of Balance Sheets and Vouchers."

49. In By-law 151, the words "the Jaitha or godown" shall be substituted by the words "the exact location of the place where tender is issued and stocks are lying".

50. After the end of para one of By-law 151, the following paragraphs shall be added :—

"The seller shall also enclose with the delivery order the prescribed form, in duplicate, for the purpose of intimating the name of an appointee if any, under By-law 81B.

The Clearing House shall forward an original copy of such form alongwith the delivery order, while passing on to the buyer concerned.

In the event of the last buyer, on receipt of any delivery order, intends to appoint anyone as his 'appointee' under By-law 81B, he shall intimate his name in the prescribed form in duplicate, original to be sent to the first seller and the other copy to be sent to the Association not later than 48 hours after receipt of any delivery order."

51. In By-law 160, the words "a fortnight" shall be substituted by the words "one month".

52. In By-law 161, for the abbreviation and figure "Rs. 2/-" and "Rs. 5/-" wherever they occur, the abbreviation and figure "Rs. 5/-" and "Rs. 10/-" shall respectively be substituted.

53. In By-law 161A, for the figure and word "10 paise", the figure and word "25 paise" shall be substituted.

54. After By-law 163, the following new By-law shall be added as By-law 163A :—

"163A. For the purposes of Hedge Contract for the cotton season 1987-88, the provisions of the By-laws and Hedge Schedule noted hereunder, namely \_\_\_\_\_ as amended on 26th August 1987 shall be applicable."

55. The existing By-law 177 shall be substituted by the following :—

"177. Members using the Clearing House of the Association or their Authorised Representatives alone will be entitled to enter the Trading Ring. The necessary permits to enter the Trading Ring will be issued to the members or their Authorised Representatives upon written application made by a member to the Board in the prescribed form and on payment of such fees as may be determined by the Board from time to time."

56. The existing By-laws 178, 180, 182, 184, and 184A shall be deleted.

57. In clause (ii) of By-law 223, for the words "amended pursuant to the switch over to metric system" the words "as amended from time to time" shall be substituted.

Sd. ILLEGIBLE  
Asstt. Secy.  
The East India Cotton Assn Ltd.